

COLLECTIVE AGREEMENT BETWEEN

PORT COLBORNE GRAIN TERMINAL
(a division of Parrish & Heimbecker, Limited)

AND

**UNITED STEELWORKERS, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION**

(LOCAL 948)

**RESPECTING EMPLOYEES AT THE
PORT COLBORNE GRAIN TERMINAL**

JANUARY 1, 2016 to DECEMBER 31, 2018

Table of Contents

Article	Subject	Page
1	PURPOSE OF AGREEMENT.....	2
2	COMPANY RIGHTS	2
3	DUES DEDUCTION.....	2
4	GRIEVANCE PROCEDURE.....	3
5	SENIORITY AND PROBATIONARY EMPLOYEES.....	4
6	APPOINTMENTS TO BARGAINING UNIT VACANCIES AND NEW POSITIONS.....	6
7	REDUCTION OF FORCES AND RECALL TO SERVICE.....	6
8	HOURS OF WORK.....	7
9	DESIGNATED PAID HOLIDAYS.....	8
10	OVERTIME.....	9
11	VACATION LEAVE.....	10
12	PART TIME AND PROBATIONARY EMPLOYEE BENEFITS	11
13	SICK LEAVE.....	11
14	SPECIAL LEAVE	12
15	SAFETY AND HEALTH	14
16	HEALTH AND WELFARE BENEFITS.....	15
17	PENSION PLAN	16
18	ACTING PAY.....	16
19	TUITION, BOOKS, MILEAGE	17
20	TOOLS.....	17
21	RETROACTIVITY	18
22	RATES OF PAY	18
23	COMMITTEES.....	19
	PERIOD OF AGREEMENT.....	19

N.B.: Wherever the masculine gender appears in this Agreement, it shall also mean the feminine gender unless the context requires otherwise.

ARTICLE 1

PURPOSE of AGREEMENT

- 1.01 The purpose of this Collective Agreement between Port Colborne Grain Terminal (a division of Parrish & Heimbecker, Limited) (herein called “the Company”) and the United Steelworkers of America (herein called “the Union”) is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the resolution of grievances and problems during the term of the Agreement for the classification (s) set forth herein.

ARTICLE 2

COMPANY RIGHTS

- 2.01 Except to the extent provided herein, this Agreement in no way restricts the authority of the Company in its rights and responsibilities.

ARTICLE 3

DUES DEDUCTION

- 3.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union’s Constitution.
- 3.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083 Commerce Court Postal Station, Toronto Ontario M5L 1K1 in such form as shall be directed by the International Union to the Company along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

- 3.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
 - a). A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b). A list of the names of all employees from whom no deductions have been made and reasons;
 - c). This information shall be sent to both Union addresses identified in article 3.02 in such form as shall directed by the International Union to the Company.
- 3.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.
- 3.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

ARTICLE 4

GRIEVANCE PROCEDURE

Seniority, Grievance and Arbitration Procedures specified in Articles 4 and 5 of this agreement apply only to regular full time employees who have successfully completed applicable probationary period.

- 4.01 An employee must verbally submit a complaint to his immediate supervisor before a formal grievance is made on his behalf.
- 4.02 Any employee or his authorized Union official shall have the right at any time to present grievances under the procedure outlined in this agreement. Such grievances must be filed in writing within five (5) working days after the incident that gives grounds for the grievance. The following steps constitute the recognized grievance procedure.

REPRESENTING THE EMPLOYEE

REPRESENTING THE COMPANY

Step 1 Authorized Union official

Manager

Step 2 Authorized Union official

General Manager

Step 3 Arbitration

Arbitration

- 4.03 The time limits for replies for the first two steps of the procedure shall be five (5) working days unless both parties agree to an extension.

Arbitration

- 4.04 Where the grievance procedure as outlined above has been exhausted, the Union will notify the Company in writing within thirty (30) days of the decision at the second step of their intention to refer the matter to arbitration, at which time the grievance shall be submitted to a single neutral arbitrator selected by mutual agreement between Employer and Union. In event of failure to agree on single neutral arbitrator, the Minister of Labor shall make selection.
- 4.05 The single Arbitrator will be asked to render a decision in the dispute, and his fee and expenses shall be borne equally by the parties.
- 4.06 The single Arbitrator shall hear and determine the difference and shall issue a decision which will be final and binding upon the parties and upon any employee so affected.
- 4.07 The single Arbitrator shall not alter, amend, modify or substitute any part of this Agreement.
- 4.08 If resolution of the grievance is in the employee's favour, the single Arbitrator may reimburse the employee for all lost time or another arrangement which is just and equitable in the opinion of the single Arbitrator and this arrangement may also be reinstatement to the employee's former position.

ARTICLE 5

SENIORITY and PROBATIONARY EMPLOYEES

Seniority, Grievance and Arbitration Procedures specified in Articles 4 and 5 of this agreement apply only to regular full time employees who have successfully completed applicable probationary period.

- 5.01 A new employee, who is hired as a regular full time employee as covered by this agreement, shall acquire or be entitled to exercise seniority rights only after the employee has worked for the Company at the Port Colborne Grain Terminal and successfully completed a probationary period of 120 calendar days within a 1 year period. Where the employee is working as a part time employee for the Company at the Port Colborne Grain Terminal and offer is

made by Company to become a regular full time employee, the applicable probationary period shall be reduced to 60 calendar days within a 1 year period.

The termination of any employee, who has not served and successfully completed the applicable probationary period in full, shall not be subject to the described Seniority, Grievance and Arbitration procedures.

(a) "Unless otherwise specified, full time employees shall be intended to be defined as and describe regular full time employees who have successfully completed applicable probationary period"

5.02 A seniority list of the regular full time employees covered by this agreement shall be posted in January of each year. Such list shall show names, classification and date of seniority.

A copy of this list shall be furnished to the Union President. Notwithstanding anything in the foregoing provision of the paragraph, it is understood and agreed that the seniority list as posted shall be conclusively deemed correct unless proof of error in seniority status is submitted to the Manager or by the Manager to the employee or the Union, within sixty (60) days of posting of the seniority list. When an error is established, such error shall be corrected and when so corrected, the seniority so established shall be final.

5.03 An employee shall forfeit his seniority rights;

- (a) upon dismissal from the Company's service for cause;
- (b) upon leaving the Company's service of his own accord;
- (c) if he fails to report for duty or to give a satisfactory reason for not doing so within seven (7) days from the date of notification by registered mail;
- (d) twelve (12) months after he last worked for the Company to five years of service and twenty four (24) months after five years service. However, in case of approved absence on account of illness, an employee shall retain his seniority.

5.04 Exception: an employee who may be transferred temporarily by the Company to another harbour or grain elevator, under the administration of the Company, shall retain his seniority at the Port Colborne Grain Terminal when returned thereto and such service shall be counted for seniority purposes at the Port Colborne Grain Terminal.

ARTICLE 6

APPOINTMENTS TO BARGAINING UNIT VACANCIES AND NEW POSITIONS

- 6.01 Vacancies in either new or existing classifications wherein manpower requirements exceed three (3) weeks' duration shall be bulletined promptly for a period of five (5) working days. Employees seeking to apply for such vacant positions shall file applications with the Company within five (5) working days from the posting of the bulletin. Applicants shall be limited to those whose name appears on the regular seniority list. Forms for application will be supplied by the Company.
- 6.02 Appointments and promotions shall be made on the basis of ability, seniority and fitness; if the qualifications of any applicants are deemed by the Company to be equal, seniority shall govern. Appointments shall be made within five (5) working days after the termination of the successful applicant's trial period and such appointments shall be bulletined immediately.
- 6.03 Successful applicants shall be permitted a trial period of up to sixty (60) working days, during which the Company will determine their fitness and aptitude for the appointment. Nothing herein shall be deemed to limit the right of the Company to reduce the period to less than sixty (60) working days if, in the opinion of the Company, the employee is obviously not capable of handling the job or, on the other hand, if it becomes evident that the employee can and has fulfilled the job requirements in their entirety. The employee selected for appointment shall be paid at the rate of the level to which he is assigned for the period he remains in probationary or trial status. In the event the Company is unsuccessful in its search for qualified applicants within the Company, nothing herein shall preclude the right of the Company to seek qualified applicants elsewhere. Nothing herein shall limit an employee with seniority from access to the Grievance Procedure.

ARTICLE 7

REDUCTION OF FORCES AND RECALL TO SERVICE

- 7.01 In reducing forces, seniority shall govern subject to the ability of senior employees to perform the work required. An employee whose position is abolished or who is displaced may exercise his seniority in the following manner;

- (a) he may displace any employee in the same classification who has less service in that classification;
- (b) he may displace any employee junior in rank and in service with the Port Colborne Grain Terminal provided he can perform the work required.

7.02 A laid-off employee who desires to return to the service of the Company when work is available for him must keep the Company and the Union advised of his current address and telephone number in order that he may be readily located. If an employee fails to advise the Company that he will be returning to work within three (3) working days after being notified by registered mail to return to work following a lay-off and fails to report for work within five (5) working days of receipt of such recall notice;

Should the Company need his services before the said fourteen (14) days then a temporary person may be used in the interim.

- 7.03 When forces are increased, employees will be returned to the service and positions formerly occupied in the reverse order of their lay-off.
- 7.04 The Company agrees that, in the event of temporary lay-offs, a minimum guarantee of one (1) weeks' notice will be given.

Where the Company is contemplating any changes in the workforce where permanent lay-offs will result; employees so affected will be given a minimum guarantee of thirty- (30) days' notice.

In the event of change of ownership or lease of the Port Colborne Grain Terminal, the Company agrees to give employees a minimum guarantee of ninety- (90) days' notice.

ARTICLE 8

HOURS OF WORK

- 8.01 Except as otherwise provided, the following hours of work shall apply.
- 8.02 The normal working hours shall be eight hours scheduled between 7 a.m. and 5 p.m. with a one-half hour unpaid lunch period, Monday to Friday inclusive.

The lunch hour may be staggered, and will be between 11:30 a.m. and 1:30 a.m. The staggered lunch hour will be rotated. This rotation will be in consultation with Union representation.

- 8.03 The Company has the right to introduce shift operations.
- 8.04 A minimum of eight (8) hours' work or eight (8) hours' wages at regular rates shall be paid for any call to work, Monday to Friday subject to full time employees, except that, if an employee absents himself voluntarily before the completion of the work day, he shall be paid only for time worked and his replacement, if any, shall also be paid only for time worked.

ARTICLE 9

DESIGNATED PAID HOLIDAYS

- 9.01 The following shall be recognized legal holidays for the purpose of this Agreement:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Civic Holiday
- (f) Labour Day
- (g) Thanksgiving Day
- (h) December 24
- (i) Christmas Day
- (j) Boxing Day
- (k) December 31
- (l) Family Day

Each full time employee shall be granted two floating holidays per year, which shall be taken at a time mutually agreed to by the employee and the Manager.

- 9.02 Payment for Holidays Not Worked

Any employee not working on any of the holidays named in 9.01 of this Article shall be paid at his regular pay for the day provided that:

- (a) he had not refused to work on the day if his services were required;
- (b) if a reason for not working acceptable to the Manager is given, it will not be considered as a refusal.

- 9.03 To qualify for payment on the above designated holidays when not worked, an employee must work the full regularly scheduled shift before the holiday and the full regularly scheduled shift following the holiday. This clause shall not apply to illness or other reasons beyond the control of the employee. The Company may require proof of illness.

9.04 Payment for Holidays Worked

All hours worked on legal holidays shall be paid for at the rate of double (2) time, in addition to the legal holiday pay.

ARTICLE 10

OVERTIME

EXCEPT AS OTHERWISE PROVIDED IN THE ARTICLE:

10.01 Time worked on Monday to Friday inclusive in excess of the regularly assigned hours established by Article 8 hereof shall be paid for at the rate of one and one-half (1 ½) times the regular rate, up to twelve (12) hours, and double (2) time the regular rate thereafter

10.02 Overtime rates for Saturdays shall be as follows;

Time and one half shall be paid for the first eight (8) hours and double time for all work after eight hours.

10.03 All hours worked on Sunday shall be paid for at the rate of double (2) time.

10.04 Provided that the operations are not unduly impeded, overtime work shall be divided as equally as possible amongst employees, subject to the employees having proper qualifications to execute the work, and seniority shall not be a factor in determining such division. The Company will endeavour to keep work after midnight to a minimum. The Company agrees to offer overtime to the regular full time employees before it is offered to the part time employees.

10.05 For part time employees, the overtime premium for Monday to Friday shall not be activated until the employee has worked eight hours each day.

For Saturday and Sunday work the same overtime premium that the regular employees enjoy shall be paid to the part time employee regardless of the number of hours worked

10.06 Call In

(a) A minimum of four (4) hours' pay at one and one-half (1 ½) times the regular rate shall be paid for work performed on Saturdays.

- (b) A minimum of four (4) hours' pay at the rate of double (2) time be paid for work performed on Sundays and legal holidays, as outlined in Article 9.01.

ARTICLE 11

VACATION LEAVE

11.01 Employees shall be eligible for vacation leave with pay on the following basis:

- (a) Four (4) percent of gross annual earnings upon completion of one year of continuous service.
- (b) Six (6) percent of gross annual earnings upon completion of five (5) years of continuous service.
- (c) Eight (8) percent of gross annual earnings upon completion of ten (10) years of continuous service.
- (d) Ten (10) percent of gross annual earnings upon completion of nineteen (19) years of continuous service.
- (e) Twelve (12) percent of gross annual earnings upon completion of twenty-nine (29) years of continuous service
- (f) Employees must have applications for vacation leave submitted to the Manager not later than February 28th with Manager's approval to follow within seven days.

In the event an employee does not draw wages from the Company for any reason, then the Company will guarantee the following vacation schedule as long as the employee maintains seniority rights.

Percentage of Vacation Entitlement of days	Guarantee number
4%	3.5
6%	5.0
8%	6.5
10%	8.0
12%	10.0

The above calculations are based on seventeen (17) weeks of absenteeism.

- (g) For a vacation leave of less than one week (5 days), and more than one day, the request, for approval, must be given to the Superintendent or his representative, at least twenty-four (24) hours in advance of the requested vacation leave.

For a vacation leave of less than one (1) day, the request, for approval, must be given to the Manager or his representative, at least four (4) hours in advance of the requested vacation leave.

- (h) Upon retirement any outstanding accrued vacation entitlement credits will be paid bi-weekly until the balance equals zero.
- (i) Employees may be limited to 30 days per calendar year (not including 2 floating holidays). If an employee has earned more than 30 days, it will be managements discretion if the employee will be allowed to use additional days or be paid the balance owing at the end of each calendar year.

11.02 Part time employees shall receive vacation pay on the following basis:

- (a) Four (4) percent per year of gross earnings.

ARTICLE 12

PART TIME AND PROBATIONARY EMPLOYEE BENEFITS

Part time and Probationary employee benefits shall be restricted to the following:

- (1) Those specified by federal legislation;
- (2) Vacation pay as per Article 11.02;
- (3) Overtime as per Article 10.05

For greater certainty, part time and probationary employees shall not be entitled to benefits as described under Articles 13-20, except where clearly defined, or as otherwise required by law.

ARTICLE 13

SICK LEAVE

Any reference to employee in this article shall be defined to describe a regular full time employee who has completed applicable probationary period, unless otherwise required by law.

13.01 An employee shall be eligible for sick leave with pay as follows;

The employee will be allowed four (4) sick days with full pay per year. Should the employee be sick more than three consecutive days then the weekly indemnity insurance plan will be activated for a maximum of seventeen (17) weeks and if the employee is still sick then the long term disability insurance plan is activated.

Employees may carry over the unused days from the previous year to an accumulative maximum of six (6) days.

At the full time employee's discretion, unused days may be compensated a fifty (50) percent cash reimbursement at the end of each calendar year.

13.02 Proof of illness is to be furnished by an employee in the form of a statement from him covering absence up to three (3) days. A physician's certificate will be required for absences of over three (3) days.

13.03 Employees who are sick must phone the Manager and inform him that they shall not be in for work that day. All calls shall be made prior to the regular reporting time. If the call is received after the reporting time, the sick leave shall be without pay.

If the employee was unable to report as stated and feels that reason for not reporting was due to an unusual circumstance, and the Manager feels that the circumstance is justified, then full sick time with pay may be allowed.

ARTICLE 14

SPECIAL LEAVE

Any reference to employee in this article shall be defined to describe a regular full time employee who has completed applicable probationary period, unless otherwise required by law

14.01 Funeral Leave

(a) When death occurs in an employee's immediate family, the Manager shall grant to the employee special leave with pay (regular straight time rate) to attend the funeral up to three (3) consecutive working days and not extending beyond the day following the funeral.

In addition, the employee may be granted, at the discretion of the Manager, up to three (3) days' leave without pay for the purpose of travel related to the death.

- (b) Pay will be at straight time, even though one or more of the funeral leave days occur on a paid holiday.
- (c) If special circumstances exist, the Manager may grant, at his discretion, an extension of bereavement leave (without pay) for a death within an employee's immediate family, or may approve bereavement leave (without pay) for a death occurring outside the immediate family.
- (d) Pay will not be granted if an employee does not attend the funeral.
- (e) For purposes of the preceding paragraphs, the immediate family is defined as father, mother, brother, sister, spouse, child of the employee, father-in-law, mother-in-law, grandparents, grandchildren and relations permanently residing in the employee's household or with whom the employee permanently resides.
- (f) An employee is entitled to special leave with pay (regular straight time) up to a maximum of one (1) day in the event of the death of an employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle or spouse's grandparent.
- (g) An employee will be granted (1) day per year with pay to act as pallbearer.
- (h) Should an employee have been scheduled for Saturday or Sunday work, then this funeral leave will be allowed on the basis of eight (8) hours pay at the employee's regular rate (no premium).

14.02 **Leave Without Pay**

Employee's desiring leave of absence without pay for relatively short periods to attend conventions, etc., may be released with approval of the Manager provided operations are not adversely affected. Such leave shall not be unreasonably withheld.

14.03 **Court Leave**

- (a) Leave with pay shall be granted to an employee who is required to appear in Court for jury duty or when subpoenaed as a witness.
- (b) Court leave with pay applies where an employee is to be absent on his actual working day only.

- 14.04 Employees granted leave of absence with pay as outlined in clause 14.03 shall retain any fee received.
- 14.05 Subject to operational requirements, a maximum of one (1) employee shall be permitted to be absent without pay for the purpose of Union business.

ARTICLE 15

SAFETY AND HEALTH

- 15.01 The Company agrees to continue to make all reasonable provisions for the safety and occupational health of its employees covered by this Agreement.
- 15.02 Employees shall wear appropriate Personal Protective Equipment at all times for the job or task being completed. Any variations must be approved by Management and the Safety Committee subject to Company Policies and Procedures.
- 15.03 The Union agrees to encourage employees to work and act in a safe manner at all times.
- 15.04 The Company will pay any regular full time employee who has completed applicable probationary period, one hundred and seventy-five (\$175.00) dollars towards the purchase of safety footwear subject to the submission of proof of purchase.
- “Damaged or worn safety footwear must be turned in before being issued a new pair.”
- Any submission for safety footwear must be accompanied by a sales slip showing this item only.
- 15.05 Employees shall be issued with summer and winter gloves and special gloves when required; gloves issued shall be the responsibility of the employee. Damaged and worn gloves must be turned in before being issued a new pair. The Company will assume full cost of such gloves
- 15.06 The Company will furnish rain gear to such employees who require same in the performance of their duties.
- 15.07 Rain gear not serviceable will be repaired or replaced by the Company as required.

- 15.08 Any misuse or abuse of rain gear while on issue shall be the responsibility of the employee to whom it was issued.
- 15.09 Company safety clothing requirements include mandatory high visibility work wear. Initial wear will be provided and an annual allowance will be appropriately determined by the Company to provide employees to order necessary replacements.

ARTICLE 16

HEALTH and WELFARE BENEFITS

It is agreed and recognized by the parties that the Company will provide eligible regular full time employees, who have successfully completed applicable probationary period, with a benefits package. Eligibility for payment from any benefit plan shall be subject to the terms and conditions of the policies which provide such benefits. All coverage's are limited to the terms and conditions set out by the insurance carrier in its policies with the Company, or directly by the Company.

The Company shall have the right to change the carrier and coverage of the benefits package provided that the total benefits available to eligible regular full time employees will be as good as that in existence on the date of ratification of this Agreement. When the Company makes changes to the benefits plan that may affect the benefits of Port Colborne Grain Terminal employees, the parties shall mutually agree to such changes.

- 16.01 The Company agrees to pay 100% of the cost of the Employee Health Tax.
- 16.02 The Company agrees to pay 100% of the cost for Health Plan (includes drug plan), life insurance, accidental death and dismemberment insurance, short term and long term disability, Vision plan and Dental plan as per the Carriers Handbook.
- 16.03 The Employee's portion of the premium reduction (5/12) portion of the employment insurance premium for the effective date under the E.I. act savings shall be retained by the Company.
- 16.04 The Company agrees to continue the welfare benefits of an employee who is permanently or temporarily laid off for a period of 3 months from the date of lay off.
This benefit only applies if the employee has not found employment elsewhere.
- 16.05 Subject to terms and conditions of the policies of the Insurance Carrier, the Company agrees to pay 50% of the major medical, dental and vision care for

an employee retiring between the age of 60 and up to age 65. Coverage would cease at age 65. Employee portion to be paid at the beginning of each calendar year.

ARTICLE 17

PENSION PLAN

17.01 The Company agrees to provide contributions of \$1.35 per hour worked to an Employee sponsored Group R.R.S.P. which shall be administered by a Trustee who shall be appointed by the United Steelworkers of America (Local 948). This plan is on behalf of the Company's regular full time employees that have successfully completed applicable probationary period. Participation and contributions in the Plan are compulsory by all regular full time employees that have successfully completed applicable probationary period.

The Company shall not be responsible for any administration fees.

For clarification purposes the \$1.35 per hour contribution is derived as follows:

- 1.) \$0.45 per hour from the Company
- 2.) \$0.90 per hour from the employee

NOTE: The contribution from the employee has already been deducted from the published hourly rates of pay under ARTICLE 22, section 22.01 of this collective agreement.

ARTICLE 18

ACTING PAY

18.01 When an employee is called upon to do work of a classification which is higher than his own, such employee shall be paid at the rate of the higher classification from the commencement of his work in the higher classification provided that the employee so appointed has the ability, skill and fitness to perform all the duties of the higher classification in a satisfactory manner.

Upon completion of his work in the higher classification, his rate shall revert to that of his regular classification.

18.02 Temporary Transfer

When an employee is called upon to temporarily work in a classification which is lower than his own, he shall maintain a rate of pay of the classification from which he was transferred.

ARTICLE 19

TUITION, BOOKS, MILEAGE

19.01 The Company will pay 100% of a course, including tuition and books, if such course is a benefit to both the Company and employee and provided that the course is recommended by the Manager.

19.02 With regard to mileage reimbursement, each case will be considered individually and the Company will pay up to the full cost of mileage upon a recommendation from the Manager.

ARTICLE 20

TOOLS

20.01 The Company agrees to replace unserviceable or stolen tools provided the employee furnishes a list to the Company of those personal tools, which are required for the performance of his assigned duties. Employees will be responsible for the custody of their tools. Stolen tools will not be replaced if there is negligence on the part of the employee. Lost or misplaced tools may be replaced at the Company's discretion.

ARTICLE 21

RETROACTIVITY

21.01 Unless otherwise expressly stipulated, provisions of this Agreement will become effective on the date of signing.

The Company agrees that all percentage wage increases will be as of January 1, 2016.

ARTICLE 22

RATES OF PAY

22.01 The following rates of pay shall be applicable to employees under this Agreement:

Position	Effective Date January 1, 2016	Effective Date January 1, 2017	Effective Date January 1, 2018
Lead hand	\$29.24	\$29.64	\$30.04
*Operator 1	\$27.74	\$28.14	\$28.54
*Operator 2	\$25.85	\$26.25	\$26.65
*Operator 3	\$22.80	\$23.20	\$23.60
Part Time (trained)	\$22.80	\$23.20	\$23.60
Part Time	\$17.30	\$17.70	\$18.10

*Note:

- All Operators that successfully receive their (fumigation commodity exterminator) fumigation license and maintain that license will have \$0.40 premium added to their base rate outlined above. For the purposes of the applicability of this premium, it is recognized and agreed that the current employees in the Operator 2 classification were promoted to that classification for successfully receiving their fumigation license so no additional premium applies for them as a result, so long as they remain in that classification.
- Rate of Pay increase will come into effect on next pay cycle once license issued to employee and is provided to Manager.

ARTICLE 23

COMMITTEES

- 23.01 The Company agrees to recognize a bargaining committee consisting of two (2) unit members one of which shall be the Union President.
- 23.02 The Company agrees to recognize a safety committee consisting of two (2) unit members and a minimum of one (1) employee representing the Company who will make recommendations to the Company on the furtherance of safety and health measures throughout the Port Colborne Grain Terminal premises.
- 23.03 For all named Committees, the Company agrees that the Union representation shall always be in the majority.

PERIOD OF AGREEMENT

This Agreement shall be in effect from January 1, 2016 and continue in full force and effect until December 31, 2018.

There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.

This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

In witness whereof the parties hereunder set their hands this ____ day of _____.

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)

UNITED STEELWORKERS

Brad Wallaker

Frank Arcuri
Staff Representative

Joe Lannan

Rick Richardson

Greg Minor

There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.


This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

In witness whereof the parties hereunder set their hands this 27 day of April 2016

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)

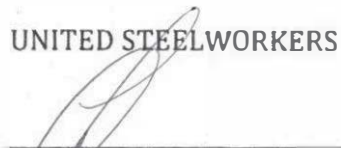


Brad Wallaker



Joe Lannan

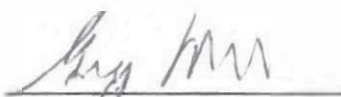
UNITED STEELWORKERS



Frank Arcuri
Staff Representative



Rick Richardson



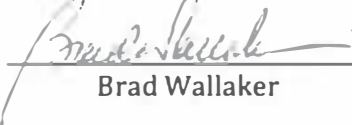
Greg Minor

There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.

This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

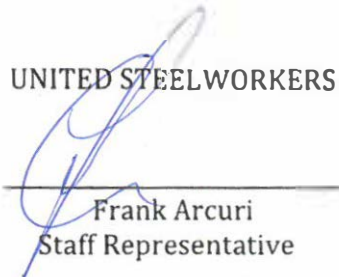
In witness whereof the parties hereunder set their hands this 27 day of April 2011

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)


Brad Wallaker


Joe Lannan

UNITED STEELWORKERS


Frank Arcuri
Staff Representative


Rick Richardson



Greg Minor


There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.

This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

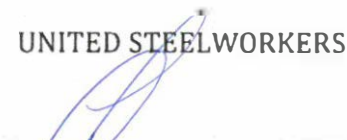
In witness whereof the parties hereunder set their hands this 27 day of April 2016

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)


Brad Wallaker


Joe Lannan

UNITED STEELWORKERS


Frank Arcuri
Staff Representative


Rick Richardson



Greg Minor

There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.


This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

In witness whereof the parties hereunder set their hands this 27 day of April 2016:

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)

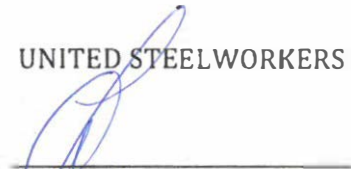


Brad Wallaker



Joe Lannan

UNITED STEELWORKERS



Frank Arcuri
Staff Representative



Rick Richardson



Greg Minor

There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.

This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

In witness whereof the parties hereunder set their hands this 27 day of April 2016

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)

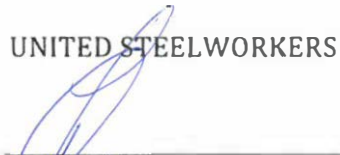


Brad Wallaker



Joe Lannan

UNITED STEELWORKERS



Frank Arcuri
Staff Representative



Rick Richardson



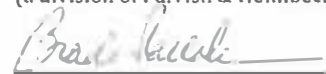
Greg Minor

There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.


This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

In witness whereof the parties hereunder set their hands this 27 day of April 2016.

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)

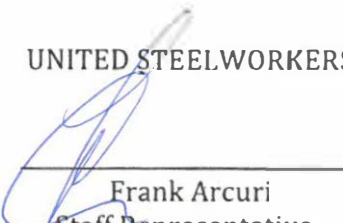


Brad Wallaker



Joe Lannan

UNITED STEELWORKERS



Frank Arcuri
Staff Representative



Rick Richardson



Greg Minor

There shall be no strikes, sympathy strikes, walk-outs, lock outs, slowdowns, or other similar interruptions or disruptions to operations during the period of this Agreement.

This agreement shall remain binding until its expiry date and from year to year thereafter, unless notification in writing to reopen this agreement is served by either of the parties hereto, such notification to be served no earlier than ninety (90) calendar days and no later than thirty (30) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this agreement shall remain in full force and effect while negotiations are being carried on for a new agreement.

In witness whereof the parties hereunder set their hands this 27 day of April 2016

Port Colborne Grain Terminal
(a division of Parrish & Heimbecker, Limited)

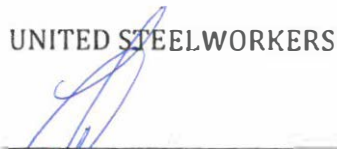


Brad Wallaker



Joe Lannan

UNITED STEELWORKERS



Frank Arcuri
Staff Representative



Rick Richardson



Greg Minor